

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 4/25/2007

|                  |                         |                   |                       |
|------------------|-------------------------|-------------------|-----------------------|
| Florida <u>X</u> | North Carolina <u>X</u> | Kentucky <u>X</u> | Pennsylvania <u>X</u> |
| Texas <u>X</u>   | South Carolina <u>X</u> | West Va. <u>X</u> | Maryland <u>X</u>     |
| Georgia <u>X</u> | Puerto Rico <u>X</u>    | Delaware <u>X</u> | Other <u>Alabama</u>  |

FROM: Rural Services Manager  
Virginia Employment Commission  
P. O. Box 1358  
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. VA 6042745

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 4/25/2007 for 3, Horticultural Worker II 405-687-010  
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.

Michelle Abraham  
(signature)

\* \* \* \* \*

DATE \_\_\_\_\_

The above request has been reviewed and action taken as indicated below:

ACCEPTED \_\_\_\_\_ Location(s) to which extend:

REJECTED \_\_\_\_\_ Reason for Rejection: \_\_\_\_\_

COMMENTS:

Number of additional copies required. \_\_\_\_\_

\_\_\_\_\_  
(signature)

**Agricultural and Food Processing Clearance Order**  
**Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

**U.S. Department of Labor**  
**Employment and Training Administration**



O.M.B. Approval No. 1205-0134, Expires 08/31/2009

|   |   |                       |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
|---|---|-----------------------|---|-----------------------|---|----------------|---|-------------------|---|------------------|---|------------------|---|--|--|-------------------|---|
| <p>1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)<br/>         Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)<br/>         Saunders Landscapes, LLC<br/>         732 Freshwater Cove Lane<br/>         Lovingson, VA 22949</p>  | <p>Industry Code / Código de Industria: <u>0181</u> Job Order # / No. Orden de Empleo: <u>VA6042745</u><br/>         Occupational Title and Code / Título Ocupacional y Código: <u>405.687-010 Horticultural Worker II</u><br/>         Clearance Order Issue Date / Fecha de Trámite: <u>4/25/07</u></p>   |                       |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| <p>2. Location and Direction to Work Site / Dirección del lugar de trabajo<br/>         732 Freshwater Cove Lane<br/>         Lovingson, VA 22949<br/>         From route 29, west on 653, Freshwater Cove Ln. Turn right at 2nd turn, 7/10 mile.</p>   | <p>Job Order Expiration Date / Fecha de expiración: <u>8/16/07</u><br/>         6. Anticipated Period of Employment / Periodo Anticipado de Empleo<br/>         From/Desde: <u>4/30/2007</u> To/Hasta: <u>12/15/2007</u><br/>         7. No. of Worker's Requested / No. de Trabajadores Pedidos: <u>3</u></p>  |                       |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| <p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda<br/>         4292 Thomas Nelson Hwy<br/>         Arrington, VA 22922<br/>         Brick Apartments</p>   | <p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana<br/> <table border="1"> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miércoles</td> <td>7</td> </tr> <tr> <td>Monday / Lunes</td> <td>7</td> <td>Thursday / Jueves</td> <td>7</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Friday / Viernes</td> <td>7</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> <td>5</td> </tr> </table>         Total: <u>40</u><br/>         9. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar<br/>         Employer / El Empleador: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/><br/>         Local Office / Oficina Local: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> | Sunday / Domingo      | 0 | Wednesday / Miércoles | 7 | Monday / Lunes | 7 | Thursday / Jueves | 7 | Tuesday / Martes | 7 | Friday / Viernes | 7 |  |  | Saturday / Sábado | 5 |
| Sunday / Domingo  | 0   | Wednesday / Miércoles | 7 |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| Monday / Lunes  | 7   | Thursday / Jueves     | 7 |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| Tuesday / Martes  | 7   | Friday / Viernes      | 7 |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
|   |   | Saturday / Sábado     | 5 |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| <p>4. Board Arrangements / Arreglo de Alojamiento<br/>         In addition to providing free cooking and kitchen facilities, employer will provide transportation for workers to and from a store at least once a week for supplies (for workers who housing must be provided).<br/>         (see attachment / para más detalles vea <u>1</u>)</p>  |   |                       |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| <p>5. Referral Instructions / Instrucciones para el Referimiento de Candidatos<br/>         The employer or agent agrees to interview referrals from all sources. Employer's agent agrees to interview all US workers referred by the <u>VEC</u> local or by supply states who have been screened by such employment services for: 1) Availability for the entire season. 2) Have transportation to the job site. 3) Have been fully apprised by the employment office of the terms, conditions and nature of employment.<br/>         (see attachment / para más detalles vea <u>1</u>)</p>  |   |                       |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| <p>10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]<br/>         Performs diversified activities in nursery operation. Jobs may include any combination of planting, cultivating, hoeing, propagating, transplanting, fertilizing, pruning, spacing, preparing soil, weeding, spraying and watering, tagging, mowing, loading/unloading trucks. Uncover and/or recover winter storage houses. Loads/unloads trucks and wagons. May operate tractors and other mechanical equipment. Performs any other duties involved in the maintenance of plant materials and nursery stock. Workers will require minimal supervision.<br/>         (see attachment / para más detalles vea <u>1</u>)</p>   |   |                       |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| <p>10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]<br/>         Hace actividades diversificadas en la operación de un vivero. Trabajos podrán incluir cualquier combinación de plantar, cultivar, azadonar(sacar), trasplantar, abonar(fertilizar), propagación, apodar, preparar la tierra, desherbar(sacar malas hierbas), rociar(esprayar) y regar, etiquetar, cortar céspedes, cargar/descargar camiones. Destapar(descubrir) y/o tapar de nuevo casas de reservas de invierno. Carga/descarga camiones y carretas. Podría operar(manejar) tractores y otro equipo mecánico. Hace cualquier otro trabajo que tenga que ver con el mantenimiento de materiales de planta y reservas de vivero. Los trabajadores requerirán de supervisión mínima.<br/>         (see attachment / para más detalles vea <u>1</u>)</p> |   |                       |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |

| 11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas) |                                 |   |  |                                    |           |    |                               |
|---|---------------------------------|---|--|------------------------------------|-----------|----|-------------------------------|
| Crop Activities / Cultivos  | Hourly Wage<br>Salario por Hora | Piece Rate / Unit(s)<br>Pago por Pieza / Unidad(es) | Special Pay (bonus, etc.)<br>Pagos Especiales (Bono, ect.) | Deductions /<br>Deducciones        | YES<br>SI | NO | Pay Period<br>Periodo de Pago |
| Horticultural   | \$ 9.02                         | \$  |  | Social                             |           | X  | Weekly /<br>Semanal           |
| Worker  | \$                              | \$  |  | Federal Tax<br>Impuestos Federales |           | X  | Bi-weekly /<br>cada 2 sem. X  |
|   | \$                              | \$  |  | State Tax Impuestos<br>Estatales   |           | X  |                               |
|   | \$                              | \$  |  | Meals (comidas)                    |           | X  |                               |
|   | \$                              | \$  |  | Other (specify)/ Otro              | X*        |    | Other / Otro                  |

More Details About the Pay/Más Detalles Sobre el Pago

All work provided in this job order will be compensated by the hour at the current AEWR (adverse effect wage rate) of \$ 9.02 /hour, or the legal federal or state minimum wage rate, whichever is highest. In the event the DOL promulgates a new AEWR during the recruitment or contract period which is lower than the AEWR in effect at time of application, this lower AEWR becomes the guarantee at the discretion of the employer unless there is a prevailing hourly rate higher than the new AEWR.

\*See attachment item 11 for expanded explanation.

(see attachment / para más detalles vea 1 )

12. Transportation Arrangements / Arreglos de Transportación (Please explain)

see attachment for complete explanation

(see attachment / para más detalles vea 1 )

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si ☐ No ☒ If you have checked yes, what is the FLC wage for each activity?/Si contesto "Sí," cual es el salario que le paga al Contratista Agrícola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo: Yes ☐ No ☒

15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes ☒ No ☐

16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes ☒ No ☐

17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")

NONE

18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/ Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")

NONE

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)

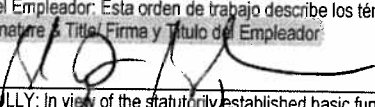
Virginia Employment Commission  
400 Preston Ave. / PO Box 1587  
Charlottesville, VA 22902

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya numero de telefono)

Ken Shaver  
(434) 984-7640

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.  
Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Título del Empleador

 Owner/Mgr

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

## Attachment 1 to ETA 790 for Saunders Landscapes, LLC

### Item 3. Location and description of housing

Housing is provided at no cost only to non-commuting workers. "Non-commuting workers" are defined as those workers who are not reasonably able to travel to the work site from their permanent place of residence, and return, each work day. Housing will be provided to workers only. No person who is not an employee and has not been assigned housing will be permitted to occupy the housing.

No tenancy in such housing is created. Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing.

Directions to housing: Route 29 Northbound lane, across from Colleen Drive-in.

Housing will be clean and in compliance with applicable federal housing standards or local rental housing standards when made available for occupancy. Workers occupying the housing will be responsible for maintaining the housing and their living quarters in a neat, clean manner and in compliance with Work Rules which will be provided upon hiring and are attached hereto and incorporated by reference in this Application. Failure to comply with these rules will result in disciplinary action as described in the Work Rules. Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. Workers will assign to employer-provided housing by a designated company manager and must occupy the quarters assigned to them. Women workers will be provided with sleeping facilities shared with other female workers and segregated toilet facilities. Dining and other common area will be shared or separate cooking facilities will be provided.

### Item 4. Board arrangements

In addition to providing free cooking and kitchen facilities, employer will provide free transportation for workers to and from a store at least once a week for supplies (for workers for whom housing must be provided).

### Item 5. Referrals

Referrals of individuals shall be made through the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. It will be the responsibility of the "applicant holding office" to inform job seekers of the terms and conditions of this clearance order. The "applicant holding office" after coordinating the referral with the order holding office will contact the employer's agent or the employer directly and advise the agent or employer of the referral or referrals. When possible, a translator will be made available. Interviews, either in person or by telephone, will be conducted by the employer's agent during the hours of 9:00 AM to 4:00 PM, Monday through Friday. Employer's agent will interview the person during the above mentioned hours if necessary. Employer's agent to be contacted first at the following address and phone number. If unavailable, contact employer directly during the same hours.

Attachment 1 to ETA 790 for Saunders Landscapes, LLC

MAS Labor H-2A, LLC.  
P.O. Box 507  
Lovington, VA 22949  
434-263-4300/434-263-4700 (fax)

Order holding office:

Virginia Employment Commission  
400 Preston Ave. / P.O. Box 1587  
Charlottesville, VA 22902

Employer's agent agrees to interview all US workers referred by the State Employment Services, local or by supply states who have been screened by such employment services for:

1. Availability for entire season
2. Have transportation to job site
3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment

Item 7 Number/Type of Workers

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA. Accurate completion of Form I-9 will be required of each worker within (3) days of employment pursuant to U.S. law. All workers hired under this job order must demonstrate eligibility to work legally in the U.S. Refer to the back of Form I-9 for documents acceptable for purposes of establishing employment eligibility. After hiring, employer may verify legitimacy of social security numbers through Employment Verification System (EVS) for workers who have not been employed by him in previous years.

Workers should bring with them documents verifying their legal right to work in the U.S. at the time of employment. Valid eligibility documents will be necessary to complete payroll tax withholding and I-9 forms.

Item 8. Work Week

The work day is from 7:00 AM until 3:00 PM Monday through Friday and 7:00 AM until 12 noon on Saturday, with an unpaid lunch break (7 hours/day and 5/day on Saturday). The worker may be requested, but not required, to work as much as 12 hours per day and/or on the Sabbath, depending on weather and other conditions. Extreme heat, cold or drought may affect working hours. Employer will offer 40 hours/week, weather and crop conditions permitting. Worker will report to work at designated time and place as directed by employer each day.

Item 10. Job Specifications

Jobs offered are work on a nursery handling both manual and machine tasks associated with commodity production and harvest activities. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency.

## Attachment 1 to ETA 790 for Saunders Landscapes, LLC

Workers will perform work including but not limited to planting, digging, transplanting, moving, and watering in nurseries. Fertilize, prune, spray, space, water, tag and perform other plant maintenance. Count and inventory plants. Load plants onto wagons and trucks. Remove plastic from hoop houses in spring and cover hoop houses with plastic in fall. Assist with building hoop houses. Plant and dig field grown plants, burlap roots, perform general maintenance of field grown plants. Fill, lift, and carry various size pots with soil and plants weighing as much as 70 pounds. Plants must be handled carefully to ensure that minimal leaves, limbs and roots are not broken. Propagate plants from cuttings. Workers may also operate and maintain tractors, transmission trucks, forklifts, loaders and other equipment.

In addition, workers may be required to perform variable tasks such as the following: irrigation, ditching, shoveling, hoeing, hauling, ground preparation, weeding and other tasks related to general farming.

Work may also include mechanized field work using power equipment. By way of example and not limitation power equipment may include tractors, planters, sprayers, cultivators and other equipment. Workers will be expected to be able to operate agricultural equipment with or without direction.

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations.

Workers are exposed to wet weather early in the morning through the heat of the day, working in fields. Temperatures may range from 10 to 100 F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Employer assures that workers will be provided transportation from living quarters to work site every day (for workers who must be provided housing.)

Employer will accept any worker or workers who are capable of performing the work. Employer is willing to train workers for a period not to exceed 3 days (24 working hours). Persons seeking employment under the provisions of this job order should be available for the entire period requested by the employer. All terms and conditions included in the job order will apply equally to all workers, domestic and foreign, specifically employed according to the provisions of this job order.

Employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product. (See also Attachment 2, General Conditions).

All terms and conditions included in the job order will apply equally to all workers, domestic and foreign, employed under this job order.

Attachment 1 to ETA 790 for Saunders Landscapes, LLC

Item 11. Wage Rates/Pay Information

Workers are paid weekly. All general production work provided in this job order will be paid by the hour the current AEW of \$9.02/hour, or at the prevailing wage rate as determined by the Virginia Employment Commission, or the legal federal or state minimum wage rate, whichever is highest. In the event the DOL promulgates a new AEW during the recruitment or contract period which is lower than the AEW in effect at time of application, this lower AEW becomes the guarantee at the discretion of the employer unless there is a prevailing hourly rate higher than the new AEW.

The employer guarantees to offer the workers employment for at least  $\frac{3}{4}$  of the work days of the total period during which the work order and all extensions thereof are in effect, beginning with the first work day after the arrival of the workers at the place of employment and ending on the termination date specified in the work order or its extension, if any. If the employer offers the worker during such period less employment than required under this provision, the worker will be paid the amount he/she would have earned had he/she, in fact, worked for the guaranteed number of days. Employee will perform other duties related to this/these crop activities and other tasks required in operating a farm.

If, before the expiration date specified in the work order, the service of the workers is no longer required for reasons beyond the control of the employer due to fire, or other Acts of God, such as frost, flood, drought, hail, etc. which makes the fulfillment of the contract impossible, and the RA so certifies, the employer may terminate the work order and return the worker to the place from which the worker, without intervening employment, came to work for the employer at the expense of the employer.

Employer will provide without charge all tools, supplies and equipment necessary to perform duties assigned.

Unless the employer has amended the date of need no less than ten (10) working days prior to the date of need through notice to the order holding office, the employer will guarantee one week's wages to all workers subject to this order beginning with the anticipated start date.

If the worker voluntarily abandons employment before the end of the job order period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing or paying return transportation and subsistence expenses of the worker.

Employer agrees to maintain adequate and accurate payroll records. The employer will furnish to each worker on payday an itemized accounting of earnings and of all legal and authorized deductions. FICA and FUTA deductions will be made for individual U.S. workers as applicable.

Employer will provide workers' compensation at no cost to workers covering injury and disease arising out of and in the course of worker's employment. Proof of worker's compensation insurance will be provided to Regional Administrator prior to certification date.

## Attachment 1 to ETA 790 for Saunders Landscapes, LLC

### Item 12. Transportation

For workers who complete 50 percent of the work period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the employer to the place of employment. Subsistence will be in accordance with current rates published in the *Federal Register* (for workers with and without receipts.) The amount of the reimbursement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved.

If the worker completes the period of employment, the employer will provide or pay for the worker's transportation and reasonable subsistence from the place of employment to the place from which the worker came to work for the employer, except when the worker has accepted subsequent employment with another employer who agrees to accept the return transportation costs, in which case this employer only pays for the transportation to the next job.

For the purposes of the above requirements the "period of employment" shall be the period from the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work until the anticipated ending day of employment in Item 6.

Reimbursement of inbound and return transportation costs applies only to persons recruited from outside normal commuting distance (to and from their permanent place of residence each day; see page one). Return transportation will not be provided to workers who voluntarily abandon employment before the end of employment period or who are terminated for cause.

The employer will provide transportation at no cost to the worker from the employer provided housing to the worksite and return on a daily basis. Such transportation shall be in accordance with applicable laws and regulations. The use of this transportation is voluntary; no worker will be required as a condition of employment to utilize the transportation and subsistence if applicable.

If the services of the worker are no longer required for reasons beyond the control of the employer due to fire or other acts of God such as frosts, flood, drought, hail or the like which makes fulfillment of the work period impossible and Regional Administrator so certifies, the employer will provide reimbursement for transportation and daily subsistence from the place of recruitment for covered employees.

### Assurances

The employer agrees to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.



## Attachment 1 to ETA 790 for Saunders Landscapes, LLC

### Small Employer 50% Rule Exemption

The employer requests an exemption from the 50% rule under 655.103(e). It did not, during the last calendar year, use more than 500 'man-days' of agricultural labor as defined in Section 3 (u) of the Fair Labor Standards Act of 1938 (29 USC 203 [u]). The employer is not a member of an association which has applied for a temporary alien agricultural labor certification under this subpart for its members, and has not otherwise associated with other employers who are applying for H-2A workers under this subpart.

### Workers Compensation Insurance

Carrier: Erie Insurance Group  
Policy: Q963100892

Attachment 2 to ETA 790

Page 1

General Conditions

To be hired for employment under this job order, the worker must be able, willing and qualified and be available at time and place needed to perform the work described in this job order.

The worker understands that if he quits or is terminated for cause prior to the end of the period of employment he will not receive certain transportation reimbursement discussed under Item 12 and may not be eligible for rehire in future years.

Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker (a) abandons the employment; three consecutive workdays of unexcused absence shall be an abandonment of employment; employee must notify the employer and secure permission for necessary absences; (b) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (c) commits serious act(s) of misconduct or serious or repeated violation(s) of the employer's work rules; the employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of general rules is attached); (d) fails after completing the allowable training period to perform in a workmanlike manner to enable the employer to produce and sell a premium quality product; (e) provides other lawful job-related reasons for termination of employment.

This work agreement shall also be terminated by reason of fire, hurricane, frost, flood, drought, hail, other acts of God or other calamity or reason beyond the employer's control to make fulfillment of this work agreement impossible. "Reason beyond employer's control" includes termination of worker, if he is not a US worker because a US worker makes himself available for the job under DOL 50% rule.

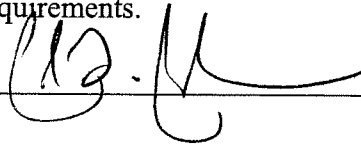
A copy of the Agricultural Work Agreement and Work Rules will be provided to the worker no later than the date work commences.

EMPLOYER'S STATEMENT PURSUANT TO 20 CFR SECTION 655.101 (a) (2)

The undersigned employer, pursuant to 20 CFR Section 655.101 (a) (2), does hereby authorize the MAS Labor H2A, to act as my agent and on my behalf for the purpose of signing and filing an Application for Temporary Alien Agricultural Labor Certification and to do any and all other acts necessary to pursue and obtain such Certification. My said agent is specifically authorized to make hiring commitments on my behalf, provided however, that my said agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

As the employer, I assume full responsibility for the accuracy of the Application, for all representation made by my said agent on my behalf, and for the compliance with all regulatory and other legal requirements.

EMPLOYER SIGNATURE: \_\_\_\_\_

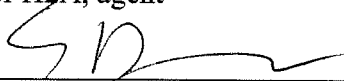


DATE: 4-16-07

MAS Labor H2A, does hereby certify that it is acting only as agent for the above employer with respect to its Temporary Alien Agricultural Labor Certification Application. MAS Labor H2A, is neither the employer nor a joint employer of the workers requested, and the individual employer above, retains the full power to hire, pay, fire, supervise and otherwise control the work of all workers requested through the Employment Service, except to the extent that MAS Labor H2A, has been specifically authorized to make hiring commitments on behalf of the employer.

MAS Labor H2A, agent

By: \_\_\_\_\_




Elizabeth D. Whitley

DATE: 4-16-07

Saunders Landscapes, LLC - 5488

We expect the total number of workers the employer will use in the occupation of this/these crop activities to be 5, of which 3 will be H-2A workers for which certification is requested and the balance will be US workers. These numbers are estimates only as total workforce needs are dependent upon weather, crop conditions and worker availability.



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Elizabeth D. Whitley  
MAS Labor H2A, LLC

## **Saunders Landscapes, LLC Work Rules**

Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of a day to three days may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgement of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.
2. No use or possession of beer, liquor or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Employer will test for drugs upon suspicion of use.
3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Any absence from work must be reported by 7AM. Three days' absence will constitute abandonment of employment and worker will be terminated.
4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.
5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who wish copies may ask their supervisor.
6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.
7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.
9. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.
10. Workers may not take unauthorized breaks from work.
11. Workers may not leave the field or other assigned work area without permission of employer or person in charge.
12. Workers may not enter employer's premises without authorization.

13. Workers may not begin work prior to scheduled starting time or continue working after stopping time.
14. Workers living in employer's housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.
15. Workers may not deliberately restrict production, damage plants or bruise fruit.
16. Any worker who physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge.
17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.
18. Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.
19. Workers will be discharged if they steal from fellow workers or the employer.
20. Workers will not falsify identification, personnel, medical, production or other work-related records.
21. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.
22. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
23. Workers must not misuse or remove from the farm premises without authorization any employer-owned property.
24. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office.
25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.
26. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule:

First offense: oral warning and correction

Second offense: written warning and unpaid leave for balance of pay

Third offense: immediate discharge with written fact statement. Employee will be asked to sign written fact statement.

## NORMAS DE TRABAJO

Aunque no es la intención de que esta sea una lista completa, estas normas de trabajo tienen la intención de servirles de guía a los trabajadores en cuanto a la conducta que se espera de ellos.

Se les notifica que cualquier violación de los requisitos legítimos relacionados al trabajo que tenga el patrón, incluyendo estas normas de trabajo, serán consideradas como motivo para despedir al trabajador inmediatamente, sanciones, tales como suspensión de oportunidades de trabajo por el resto del día o hasta tres días a la vez, pueden llevarse a cabo en el caso de violaciones menos graves.

Se espera que los trabajadores cumplan con todas las normas relacionadas a disciplina, asistencia al trabajo, calidad de trabajo y esfuerzo, y el cuidado y mantenimiento de toda la propiedad que el patrón le provea.

1. Cualquier trabajador que haga mal trabajo podrá ser suspendido sin pago por el resto del día de trabajo o por hasta tres días según la decisión de su supervisor, dependiendo del grado de la infracción, antecedentes de trabajo del trabajador y otros factores pertinentes. Despido del trabajador podría resultar de cualquier ofensa posterior.
2. No se permite ningún uso o posesión de cerveza, licor, o drogas ilegales durante el tiempo de trabajo o durante cualquier día de trabajo antes de que se haya terminado el trabajo (tal como durante las horas de comida); los trabajadores no deben reportarse al trabajo mientras estén bajo la influencia de cerveza, licor o drogas ilegales. Los empleados pueden ser despedidos por uso excesivo de alcohol, embriaguez y/o conducta indisciplinada en la vivienda después de las horas de trabajo. Drogas ilegales no se pueden usar, vender, fabricar o guardar en ninguna propiedad del patrón, incluyendo las viviendas.
3. No se permitirán ausencias excesivas. Este es trabajo regular, de todos los días, en el cual se espera que todos los empleados estén presentes, capaces y dispuestos a trabajar todos los días de trabajo. Este no es trabajo esporádico ni "a jornal." Tardanzas excesivas o repetidas no serán permitidas. Cualquier ausencia del trabajo debe ser reportada antes de las 7 A.M. Tres días de ausencia significa abandono del empleo y el trabajador será terminado(perderá el empleo).
4. Los trabajadores deben mantener limpias y en buen estado las áreas de vivienda que se les provean, teniendo en cuenta lo que sea desgaste razonable. Los trabajadores deben cooperar con los otros trabajadores asignados a sus áreas de vivienda en el mantenimiento de las áreas de cocina y vivienda. No se permiten animales(mascotas) de ninguna clase.
5. Todos los carteles requeridos por las leyes federales y estatales estarán fijados en cada vivienda. No se pueden quitar, desfigurar o modificar de ninguna manera. Los trabajadores que quieran copias se las pueden pedir al capataz(supervisor).
6. Todas las viviendas deben ser cerradas con llave cada mañana antes de ir al trabajo. Las luces y calefacción que no sean necesarias deben ser apagadas; las puertas y ventanas cerradas en caso de lluvia, y para preservar la calefacción.
7. Los trabajadores que vivan en viviendas con literas no las pueden desmontar ya que el espacio del piso es necesario para todos los ocupantes.
8. Los trabajadores que viven en las viviendas del patrón no pueden cocinar en los dormitorios o en cualquiera otra área que no sea la cocina. El patrón proveerá los aparatos y artículos para cocinar.
9. Los trabajadores no deben tirar papeles, latas, botellas ni otra basura en los campos, el área de trabajo, ni en el área de vivienda. Se deben usar los recipientes para basura y desperdicios.

10. Los trabajadores no deben tomar descansos no autorizados durante horas de trabajo.
11. Los trabajadores no deben salir del campo u otra área de trabajo asignada sin permiso del patrón o de la persona encargada.
12. Los trabajadores no deben entrar a la propiedad del patrón sin autorización.
13. Los trabajadores no deben comenzar a trabajar antes de la hora asignada, ni continuar trabajando después de la hora de terminar.
14. Los trabajadores que viven en las viviendas del patrón no deben tener visita después de las 10:30 p.m. excepto los sábados por la noche cuando las horas de visita terminan a medianoche. Nadie, fuera de los trabajadores asignados a un dormitorio por el patrón, debe dormir en los dormitorios.
15. Los trabajadores no deben limitar la producción a propósito, dañar la fruta excesivamente o intencionalmente..
16. Cualquier trabajador que amenace físicamente a otro trabajador, al patrón o al supervisor con cualquier herramienta o arma será despedido inmediatamente.
17. Cualquier trabajador que se descubra que lleve, use o tenga en su posesión cualquier arma peligrosa será despedido inmediatamente.
18. Los trabajadores podrán ser despedidos por cualquier pelea que tengan en la propiedad del patrón, incluyendo el área de vivienda, a cualquier hora.
19. Cualquier trabajador que le robe a otro trabajador o al patrón será despedido.
20. Los trabajadores no deben falsificar documentos de identificación, personal, médicos, de producción, ni otros documentos relacionados al trabajo.
21. Los trabajadores no deben intencionalmente abusar o destruir cualquier maquinaria, camión u otro vehículo, equipo, herramientas u otra propiedad del patrón o de otros empleados.
22. Los trabajadores no deben operar o usar camiones ni otros vehículos, maquinas, herramientas o otro equipo si no se les ha sido asignado específicamente por su supervisor. Los trabajadores no deben usar u operar camiones ni otros vehículos, herramientas u otro equipo o propiedad para su uso personal a menos que hayan sido expresamente autorizados por el patrón.
23. Los trabajadores no deben maltratar ni remover del área de la finca, sin autorización de su supervisor, ninguna propiedad del patrón.
24. Los trabajadores deben obedecer todas las normas de seguridad y las practicas de seguridad comunes y deben reportar cualquier herida o accidente inmediatamente a su supervisor o a la oficina del patrón.
25. Los trabajadores deben obedecer las instrucciones del supervisor. Insubordinación es causa para el despido.
26. Los trabajadores que violen las normas de trabajo serán disciplinados de la siguiente manera:

|                 |   |
|-----------------|---|
| Primera ofensa: | aviso oral y corrección   |
| Segunda ofensa: | aviso por escrito y resto del día sin paga  |
| Tercera ofensa: | despido inmediato con detalle de los hechos por escrito. Se le pedirá al trabajador que firme los hechos por escrito. |



# **VIRGINIA EMPLOYMENT COMMISSION**

## **SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER**

- ORDER NUMBER: VA 6042745
- NAME OF EMPLOYER: Saunders Landscapes, LLC
- LOCATION OF EMPLOYER AND DIRECTIONS:  
(See ES 338)
- PERIOD OF EMPLOYMENT:  
FROM 4/30/2007 TO 12/15/2007
- WORK SCHEDULE:  
MINIMUM HOURS PER DAY 7  
DAYS PER WEEK 6
- PAY:  
HOURLY WAGE: \$9.02  
PIECE RATE: \$n/a
- WORK TASKS TO BE PERFORMED:  
Performs diversified activities in nursery operation. Jobs may include any combination of planting, cultivating, hoeing, propagating, transplanting, fertilizing, pruning, spacing, preparing soil, weeding, spraying and watering, tagging, mowing, loading/unloading trucks. Uncover and/or recover winter storage houses. Loads/unloads trucks and wagons. May operate tractors and other mechanical equipment. Performs any other duties involved in the maintenance of plant materials and nursery stock. Workers will require minimal supervision.
- TRANSPORTATION PROVIDED:  
FROM LABOR CAMP TO WORK SITE AND RETURN  
Yes
- HOUSING CAN ACCOMMODATE 3 PERSONS  
3 INDIVIDUAL  
0 FAMILY
- MEALS:  
PROVIDED: NO  
IF YES: COST PER DAY \_\_\_\_\_  
(See item 13 in Job Order)  
WORKERS MAY DO THEIR OWN COOKING:  
YES

| TYPE               | AMOUNT |
|--------------------|--------|
| SOCIAL SECURITY    | XXXXXX |
| INCOME TAX         | XXXXXX |
| TRANSPORTATION     | NONE   |
| TOOLS & EQUIPMENT  | NONE   |
| CREWLEADER CHARGES | NONE   |

- NOTES TO WORKERS:  
A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by

4/17/07

In order for you to be eligible for this guarantee, you must contact the job service at:

Virginia Employment Commission

# **VIRGINIA EMPLOYMENT COMMISSION AGENCIA**

## **SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO**

- NUMERO DE LA ORDER: VA 6042745
- NOMBRE DEL EMPLEADOR: Saunders Landscapes, LLC
- LUGAR Y DIRECCION DEL EMPLEADOR:  
(See ES 338)
- PERIODO DE EMPLEO:  
DEL 4/30/2007 al 12/15/2007
- HORARIO DE TRABAJO:  
MÍNIMAS HORAS POR DIA 7 NUMERO DE  
DIAS POR SEMANA 6
- PAGO:  
SUELDO POR HORA \$9.02  
PAGA POR UNIDAD: \$PieceRate
- LABORES A DESEMPEÑAR EN EL TRABAJO:  
Hace actividades diversificadas en la operación de un vivero. Trabajos podrán incluir cualquier combinación de plantar, cultivar, azadonar(sachar), trasplantar, abonar(fertilizar), propagación, apodar, preparar la tierra, desherbar(sacar malas hierbas), rociar(esprayar) y regar, etiquetar, cortar cespeds, cargar/descargar camiones. Destapar(descubrir) y/o tapar de nuevo casas de reservas de invierno. Carga/descarga camiones y carretas. Podría operar(manear) tractores y otro equipo mecánico. Hace cualquier otro trabajo que tenga que ver con el mantenimiento de materiales de planta y reservas de vivero. Los trabajadores requerirán de supervisión mínima.
- TRANSPORTACION PROVISTA: DESDE EL  
ENCAMPAMENTO TIENEN QUE IR AL LUGAR DE  
TRABAJO Y VUELTA: SI
- VIVENDA DISPONIBLE PARA 3 PERSONAS:  
3 INDIVIDUOS  
0 FAMILIAS

- COMIDAS:  
PROVISTAS: NO  
SI SON PROVISTAS, EL COSTO POR  
DIA SERA \_\_\_\_\_ (Vea Num. 13 en la Orden de Trabajo)  
LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS:  
SI

| CLASE   | CANTIDAD |
|---|----------|
| SEGURO SOCIAL   | XXXXXX   |
| IMPUESTOS SOBRE INGRESOS  | XXXXXX   |
| TRANSPORTACION  | NO       |
| HERRAMIENTAS Y MAQUINARIA                                       | NO       |
| SUMA COBRADA POR EL<br>CONTRATISTA DE TRABAJADORES<br>AGRICOLAS | NO       |

- NOTAS PARA EL TRABAJADOR:  
La copia de la orden completa esta disponible en la oficina para su inspeccion:

El empleador ha garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de

400 Preston Ave. / P.O. Box 1587  
Charlottesville, VA 22902

During the period of 4/18/07 - 4/27/07.  
Any Job Service office will assist you in doing this. ☐

comenzar a trabajar sera atrasada, y que tal notificacion sen a nas tardar  
el 4/17/07.

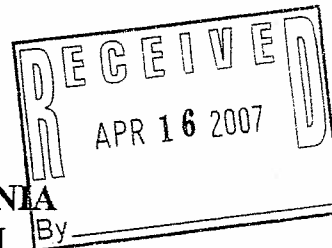
Para que Ud pueda tener derecho a esta garantia de pago, tendra que  
ponerse en contacto con la Oficina del Servicio de Empleos en el:

Virginia Employment Commission  
400 Preston Ave. / P.O. Box 1587  
Charlottesville, VA 22902

Durante el periodo el 4/18/07 al 4/27/07.  
Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

Partly  
Progress  
AD  
PROOF

**SAUNDERS LAND-  
SCAPES, LLC in Lov-  
ingston, VA - Tempo-  
rary/Seasonal work  
performing diversi-  
fied activities in a  
wholesale nursery  
operation. Must be  
able to lift/carry 60  
lbs.. Saturday work  
required, when  
n e c e s s a r y .  
Immediate positions  
available @ \$9.00/hr.  
Please contact Saun-  
ders Landscapes @  
434-263-6642.**



COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF HEALTH

CERTIFIES THAT

**Saunders, Sam**

*is hereby granted a permit/license to operate a **Labor Camp Facility**  
by the Nelson Health Department in accordance  
with the regulations of the Board of Health,  
Commonwealth of Virginia.*

NAME OF CAMP:

**Saunders Landscapes, LLC**

PHYSICAL ADDRESS:

**4292 Thomas Nelson Highway  
Arrington, Virginia 22922**

MAILING ADDRESS:

**732 Freshwater Cove Lane  
Lovingston, VA 22949**

MAXIMUM OCCUPANTS: 3

EXPIRATION DATE:

**December 31, 2007**

CONDITIONS:

*Marta D. Segarra*

**Marta Segarra,  
Environmental Health Specialist , Senior**

*Please direct questions or concerns to the  
Nelson Health Department,  
Environmental Health Services, (434) 263-4297.*

**This Permit Is NOT TRANSFERABLE From One Individual  
or Location to Another.**



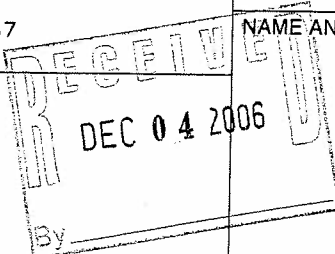
ERIE INSURANCE GROUP  
Home Office • Erie, Pennsylvania 16530

# CERTIFICATE C INSURANCE

- THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY -

CERTIFICATE HOLDER COPY

|   |  |   |
|---|--|---|
| NAME AND NUMBER OF AGENCY<br>THE WINCHESTER GROUP, INC. DD2387  |  | DATE ISSUED<br>11/27/2006   |
| NAME AND ADDRESS OF NAMED INSURED<br><br>SAUNDERS BROTHERS INC *<br>2717 TYE BROOK HWY<br>PINEY RIVER VA 22964-2303 |  | NAME AND ADDRESS OF CERTIFICATE HOLDER OR OTHER<br><br>MAS MID ATLANTIC RESOURCES<br>MARSHA<br>FRONT STREET<br>LOVINGSTON VA 22949- |



This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued.

| TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS OF INSURANCE                              |             |          |               |
|--|---------------|-----------------------|------------------------|--|-------------|----------|---------------|
| GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>OCCURRENCE FORM<br>GEN'L AGGREGATE LIMIT APPLIES<br>PER: POLICY | Q483150990    | 12/31/2006            | 12/31/2007             | EACH OCCURRENCE                                  | \$          | 1000000  |               |
|  |               |                       |                        | FIRE DAMAGE<br>(Any one premises)                | \$          | 1000000  |               |
|  |               |                       |                        | MED EXP (Any one person)                         | \$          | 5000     |               |
|  |               |                       |                        | PERSONAL & ADV INJURY                            | \$          | 1000000  |               |
|  |               |                       |                        | GENERAL AGGREGATE                                | \$          | 2000000  |               |
|  |               |                       |                        | PRODUCTS-COMP/OP AGG                             | \$          | 2000000  |               |
| AUTOMOBILE LIABILITY<br>ANY AUTO (OWNED, HIRED,<br>NON-OWNED)  | Q123140181    | 12/31/2006            | 12/31/2007             | BODILY INJURY<br>(EACH PERSON)                   | \$          |          |               |
|  |               |                       |                        | BODILY INJURY<br>(EACH ACCIDENT)                 | \$          |          |               |
|  |               |                       |                        | PROPERTY DAMAGE                                  | \$          |          |               |
|  |               |                       |                        | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED | \$          | 1000000  |               |
| EXCESS LIABILITY<br>OCCURRENCE FORM  | Q363170460    | 12/31/2006            | 12/31/2007             | EACH OCCURRENCE                                  |             | 10000000 |               |
|  |               |                       |                        | AGGREGATE  |             | 10000000 |               |
| WORKERS COMPENSATION<br>AND<br>EMPLOYERS LIABILITY   | Q963100892    | 12/31/2006            | 12/31/2007             | STATUTORY  |             |          |               |
|  |               |                       |                        | BODILY INJURY                                    | ACCIDENT \$ | 500000   | EACH ACCIDENT |
|  |               |                       |                        |  | DISEASE \$  | 500000   | POLICY LIMIT  |
|  |               |                       |                        | BY   | DISEASE \$  | 500000   | EACH EMPLOYEE |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CANCELLATION FOR NON-PAYMENT, CAUSE OR NAMED INSURED'S REQUEST:** When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration date thereof, The ERIE will endeavor to mail written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE, its Agents or representatives.

☒ **CANCELLATION FOR SPECIAL CONTRACTS:** (If the box is checked, this certificate involves a special contract and the following cancellation provisions apply.) When an automobile policy is cancelled, written notice will be mailed to the Certificate holder. When any of the above described policies (other than automobile) are cancelled before the expiration thereof, The ERIE will endeavor to mail 30 days written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE, its Agents or representatives.

ERIE INSURANCE GROUP

This certificate is issued for information purposes only. It does not list, amend, extend, or otherwise alter the terms and conditions of insurance coverage contained in the Policy(ies) indicated above issued by The ERIE. The terms and conditions of the Policy(ies) govern the insurance coverage as applied to any given situation. Any party can request a policy and/or Declaration by asking the insured or the Agent. Limits shown may have been reduced by claims paid.

SEE REVERSE SIDE

## **VIRGINIA EMPLOYMENT COMMISSION**

### Community Services for Nelson County, Virginia

Nelson County Health Department  
P.O. Box 98  
63 Courthouse Square  
Lovingston, VA 22949  
(804) 263-8315

El departamento de salud de Nelson County suministra ayuda a los padres, niños, y a las mujeres en estado con problemas de salud. Los médicos también ayudan a las personas con enfermedades venereales, y a los que padecen de tuberculosis. El departamento también inspecciona a las residencias habitadas por trabajadores migratorios para asegurar que dichas residencias sean mantenidas de acuerdo con la ley.

This office helps parents, children, and pregnant women with health and hygiene problems. The office also provides information and medical referrals related to venereal diseases and tuberculosis. The department also makes home inspections of migrant housing to insure compliance with the law.

University of Virginia Hospital  
Lane Road  
Charlottesville, VA 22903  
(434) 924-2231 or 911

Blue Ridge Medical Center  
4038 Thomas Nelson Medical Center  
Arrington, VA 22822  
(434) 263-4752

Los médicos proveen varios servicios rutinarios y de emergencia.

The doctors provide emergency and non-emergency medical services.

Nelson County Department of Social Services  
83 Court Street  
Lovingston, VA 22949  
(434) 263-8334

Por información acerca de otras agencias que tienen ayuda y asistencia por las personas que no viven aquí. También, estos oficiales tienen información y regulaciones acerca de estampas de comida.

Information is provided about other helping agencies for non-residents. Information is also available about regulations of the food stamp program.

Nelson County Public Schools  
84 Courthouse Square  
P.O. Box 276  
Lovingston, VA 22949  
(434) 263-8311

La junta escolar tiene la responsabilidad de educar a los niños de edad escolar de padres migratorios.

The school system is responsible for educational programs for migrant school age children.

Salvation Army  
207 Ridge Street  
Charlottesville, VA 22902  
(434) 295-4058

El Salvation Army ayuda a las familias, y a las personas en transito y sin hogar.

This agency helps transient persons and families.

Virginia Farmworkers Legal Assistance Project  
A Program of Piedmont Legal Services  
416 East Main Street, Suite 201  
Charlottesville, VA 22902  
(800) 390-9983

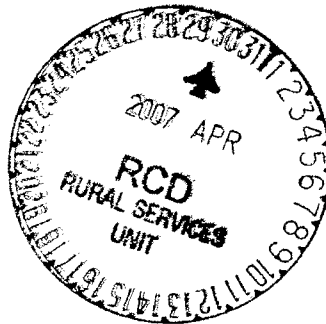
Virginia Justice Center for Farm & Immigrant Workers  
105 4<sup>th</sup> Street S.E.  
Suite A  
Charlottesville, VA 22902  
(800) 763-7323

Las Dos agencias mencionadas proveen ayuda a los trabajadores con problemas legales.

Both agencies may provide legal assistance to workers.

This Agency offers legal assistance and referrals for those who have job related or migrant housing problems.

VIRGINIA EMPLOYMENT COMMISSION  
RURAL SERVICES DIVISION  
P. O. BOX 1358  
RICHMOND, VA 23211





**U.S. Department Labor    Employment and Training Administration**  
Atlanta Processing Center  
Harris Tower  
233 Peachtree Street, Suite 410  
Atlanta, GA 30303

April 25, 2007

MAS LABOR H2A, LLC  
P. O. BOX 1358

RICHMOND, VA 23211

No. of Job Openings: 3  
Job Title: HORTICULTURAL  
WORKER II

Period of Employment: 04/30/2007 - 12/15/2007  
Case Number: A-07107-03865  
Determination Date: April 25, 2007

**RE: SAUNDERS LANDSCAPES, LLC**

Dear Ms. Whitley,

This is to notify you that the captioned temporary alien agricultural labor certification has been accepted for consideration.

Your application is timely and contains the conditions of employment that will not adversely affect U.S. workers similarly employed. Furthermore, we have reviewed your positive recruitment plan, and find that it is acceptable. In order to receive temporary alien agricultural labor certification determination by April 25, 2007 you are required to:

1. Carry out your positive recruitment plan.
2. Cooperate with the Workforce system in recruiting workers identified through clearance of your job order throughout Virginia and the nation. *A valid test of the domestic labor market must include sharing the agricultural job order accepted for processing with (a) no fewer than three proximate states, (b) at least one of the traditional labor supply states – Texas, Florida, California, or Puerto Rico, and (c) any other state(s) where the SWA believes a significant number of qualified U.S. workers would be available for work.*
3. Interview all U.S. workers, including Farm Labor Contractors (FLC), if applicable, referred by the State Workforce Agency. Any U.S. worker who has applied to you (or on whose behalf an application has been made), but whom you reject for other than lawful, job-related reasons or whom you have not provided with a lawful, job-related reason for rejection, will be counted as available.
4. Document all referrals, interviews, and results, and, if a worker is not hired, state the reason(s).
5. Place at least two (2) advertisements in a daily local newspaper. The newspaper ad should not be less than 2" x 2" in size. The newspaper and radio advertisement must include the following information:

- a. A description of the nature and anticipated duration of the job opportunity;
- b. Employer name and location of employment;
- c. The wage rate, including the adverse effect wage rate;
- d. The 3/4 guarantee;
- e. The work tools, supplies, and equipment are provided without cost to the worker, if applicable;
- f. Free housing is provided to workers who cannot reasonably return to their permanent residence at the end of the work day;
- g. Transportation and subsistence expenses to the worksite will be provided or paid by the employer upon completion of the 50% of the work contract, or earlier, and;
- h. Workers interested in the job should contact the local office of the State Workforce Agency:

Prior to placing the ads and to expedite the processing of your application, the employer should contact Ken Shaver at 434-984-7640 to obtain the job order number that must be referenced in the ads.

**Provide documentation that newspaper ads are scheduled to run, and copies of the proposed ads. Original newspaper tear sheets showing the masthead and dates of publication must be submitted when the ads have run.**

6. Contact former U.S employees, and solicit their return to the job. All actions and responses should be documented.
7. Report all hires from Workforce Agency referrals as well as any other sources of referral activity to this office and the Workforce Agency by name.

This office must approve any amendments to your original H-2A application, such as change in date of need, number of workers requested, or other minor modifications. A request for such approval must be submitted in writing. No amendment to the application is effective unless approved by this office.

If the request for a change in the date of need is made after the U.S. workers have departed for your place of employment, a change will only be approved upon written verification that all such U.S. workers will be provided free housing and subsistence without charge until work becomes available.

You must advise this office in writing not later than April 25, 2007 of the results of your recruitment efforts, so that we can make a determination on whether to grant or deny the certification thirty (30) days in advance of the stated date of need. At a minimum, the employer must submit proof that advertising has been contracted for the Job Order by submitting the text of the contracted ad. As soon as the tear sheets are received, they should be forwarded to this office. In the event that your report is not received by this date, we may be unable to make the certification determination requested in your application.

If checked, the additional statement(s) listed below apply to your application:

- ☒ X You are authorized conditional entry into the interstate clearance system based upon your written request and assurances that your housing will meet Department of Labor standards by at least April 25, 2007 which is thirty (30) calendar days before the housing is to be occupied. It is recommended that you schedule the housing inspection 35 days prior to your start date to allow for correction of any possible deficiencies.
- ☒ X In order to receive a labor certification, you must submit evidence that you have obtained workers' compensation coverage for your employees. Such evidence, including the name of the insurance carrier and the policy number or proof of State law coverage,

must be received in this office no later than April 25, 2007.

The Fair Labor Standards Act (FLSA) prohibits the employer from taking deductions from a worker's pay or otherwise driving the worker's wages below the FLSA minimum wage by imposing on the worker an expense that is primarily for the benefit of the employer. Under the circumstances of the H-2A program, such employer-benefit expenses ("business expenses") include the costs of travel to the worksite by both U.S. and H-2A employees hired at a distant location, including in particular those employees hired through the State Workforce Agency. Therefore, the employee may not be required to bear the cost of travel expenses to the extent that such expenses would infringe on the employee's receipt of the FLSA minimum wage. The employers' obligation to pay the full FLSA minimum wages for all pay periods is not overridden by the H-2A program's regulation at 20 CFR 655.102(b)(5)(i), under which the employer is required to reimburse the worker's inbound travel expenses once the worker has completed 50% of the work contract originally offered.

Include your case number on any correspondence sent to the regional office. Failure to do so may result in a delay in processing your application. Direct inquiries to Mary Thompson at 404-893-0123 Please send the requested information to the following address no later than April 25, 2007.

U.S. Department of Labor  
Employment and Training Administration  
Atlanta Processing Center  
Harris Tower  
233 Peachtree Street, Suite 410  
Atlanta, GA 30303

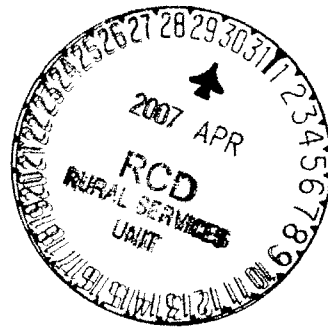
Sincerely,

A handwritten signature in black ink, appearing to read "Renata Jones Adjibodou", written over a horizontal line.

Renata Jones Adjibodou  
Certifying Officer

CC: SAUNDERS LANDSCAPES, LLC  
VIRGINIA EMPLOYMENT COMMISSION  
RURAL SERVICES DIVISION

VIRGINIA EMPLOYMENT COMMISSION  
RURAL SERVICES DIVISION  
P. O. BOX 1358  
RICHMOND, VA 23211



**U.S. Department Labor    Employment and Training Administration**  
Atlanta Processing Center  
Harris Tower  
233 Peachtree Street, Suite 410  
Atlanta, GA 30303

April 25, 2007

VIRGINIA EMPLOYMENT  
COMMISSION  
RURAL SERVICES DIVISION  
P. O. BOX 1358  
RICHMOND, VA 23211

Case Number:    A-07107-03865

**RE: SAUNDERS LANDSCAPES, LLC**  
**EMERGENCY**

Dear Ms. Whitley:

On April 25, 2007, this office accepted for consideration an application from you requesting H-2A temporary alien labor certification for 3 job opportunity(ies). Pursuant to 20 CFR 655.106, it has been determined that a sufficient number of able, willing and qualified U.S. workers have not been identified as being available at the time and place needed to fill all of the job opportunity for which certification has been requested. We are, therefore, granting certification for 3 job opportunity(ies).

**Certification Granted:**

- A. Number/Title of job opportunities certified: 3/HORTICULTURAL WORKER II
- B. Crop and Activity: Nurseries & Greenhouses
- C. Area of Employment: LOVINGSTON, VA
- D. Period covered by certification: 04/30/2007 - 12/15/2007

We hereby certify that the employment of the H-2A temporary alien agricultural workers in such labor or services will not adversely affect the wages and working conditions of workers in the United States similarly employed.

As provided by 20 CFR 655.106(c)(1), this certification is granted subject to the conditions and assurances made during the application process and the provisions of 20 CFR 655.106(e).

Consistent with the latter regulation, you must consider for employment all U.S. workers who are referred and will not refuse to hire any available worker for other than lawful job-related reasons until 50% of the contract period has elapsed.

You are reminded that 20 CFR 655.102(b) (11) stipulates that terminations of workers for cause and abandonment of the job by workers are to be reported. You should report terminations and job abandonment to the State Workforce Agency in writing within two (2) business days of the

termination or, in the case of abandonment, within two (2) business days of discovering abandonment.

Enclosed is the bill for fees assessed for the H-2A certification. **Include your case number on any correspondence sent to the National Processing Center. Failure to do so may result in a delay in processing your application. Direct inquiries to Mary Thompson at 404-893-0123.**

Upon receipt of this notification, you will need to submit to the US Citizenship and Immigration Service (USCIS) the I-129 Form that is required in conjunction with an H-2A temporary labor certification application to the following location:

U.S. Department of Homeland Security  
U.S. Citizenship and Immigration Services (USCIS)  
Vermont Service Center  
75 Lower Welden St.  
St. Albans, VT 05479

The USCIS application form can be obtained at <http://www.uscis.gov>.

Sincerely,

A handwritten signature in black ink, appearing to read "Renata Jones Adjibodou", written in a cursive style.

Renata Jones Adjibodou  
Certifying Officer

Enclosure: Invoice for Certifications  
CC: MAS LABOR H2A, LLC  
SAUNDERS LANDSCAPES, LLC

U.S. DEPARTMENT OF LABOR  
Employment and Training AdministrationAPPLICATION  
FOR  
ALIEN EMPLOYMENT CERTIFICATION

## IMPORTANT: READ CAREFULLY BEFORE COMPLETING THIS FORM

PRINT legibly in ink or use a typewriter. If you need more space to answer questions in this form, use a separate sheet. Identify each answer with the number of the corresponding question. SIGN AND DATE each sheet in original signature.

To knowingly furnish any false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by \$10,000 fine or 5 years in the penitentiary, or both (18 U.S.C. 1001)

## PART A. OFFER OF EMPLOYMENT

|  |  |  |             |   |                                   |  |  |   |  |   |  |
|--|--|--|-------------|---|-----------------------------------|--|--|---|--|---|--|
| 1. Name of Alien (Family name in capital letter, First, Middle, Maiden)<br><b>3 - unknown - to be designated upon entry</b>  |  |  |             |   |                                   |  |  |   |  |   |  |
| 2. Present Address of Alien (Number, Street, City and Town, State ZIP code or Province, Country)<br><b>Unknown addresses</b>   |  |  |             |   |                                   |  |  |   |  | 3. Type of Visa (If in U.S.)<br><b>5488</b><br><b>N/A</b>   |  |
| The following information is submitted as an offer of employment.  |  |  |             |   |                                   |  |  |   |  |   |  |
| 4. Name of Employer (Full name of Organization)<br><b>Saunders Landscapes, LLC</b>   |  |  |             |   |                                   |  |  |   |  | 5. Telephone<br><b>(434) 263-6642</b>   |  |
| 6. Address (Number, Street, City and Town, State ZIP code)<br><b>732 Freshwater Cove Lane Lovingson, VA 22949</b>  |  |  |             |   |                                   |  |  |   |  |   |  |
| 7. Address Where Alien Will Work (if different from item 6)<br><b>Same as above</b>  |  |  |             |   |                                   |  |  |   |  |   |  |
| 8. Nature of Employer's Business Activity<br><b>Nursery</b>  |  | 9. Name of Job Title<br><b>405.687-010 Horticultural Worker II</b> |             | 10. Total Hours Per Week<br>a. Basic<br><b>40</b><br>b. Overtime<br><b>varies</b> |                                   | 11. Work Schedule (Hourly)<br>7:00 a.m.<br>3:00 p.m. |  | 12. Rate of Pay<br>a. Basic<br><b>\$ 9.02</b><br>per hour<br>b. Overtime<br><b>\$ N/A</b><br>per hour |  |   |  |
| 13. Describe Fully the job to be Performed (Duties)<br><br>Performs diversified activities in nursery operation. Jobs may include any combination of planting, cultivating, hoeing, propagating, transplanting, fertilizing, pruning, spacing, preparing soil, weeding, spraying and watering, tagging, mowing, loading/unloading trucks. Uncover and/or recover winter storage houses. Loads/unloads trucks and wagons. May operate tractors and other mechanical equipment. Performs any other duties involved in the maintenance of plant materials and nursery stock. Workers will require minimal supervision.<br><br>*or applicable AEWR |  |  |             |   |                                   |  |  |   |  |   |  |
| 14. State in detail the MINIMUM education, training, and experience for a worker to perform satisfactorily the job duties described in item 13 above.  |  |  |             |   |                                   |  |  |   |  | 15. Other Special Requirements  |  |
| EDUCATION (Enter number of years)  |  | Grade School   | High School | College   | College Degree Required (specify) |  |  |   |  | Worker should be physically able to perform the work in Item 13.<br><br>Must be able to lift/carry 60 lbs.<br>Saturday work required, when necessary. |  |
| n/a  |  | n/a  | n/a         | Major Field of Study  |                                   |  |  |   |  |   |  |
| n/a  |  | n/a  | n/a         | n/a   |                                   |  |  |   |  |   |  |
| TRAINING   |  | No. Yrs. n/a   |             | No. Mos. n/a  |                                   | Type of Training n/a                                 |  |   |  |   |  |
| EXPERIENCE   |  | Job Offered  |             | Related Occupation  |                                   | Related Occupation (specify)                         |  |   |  |   |  |
| Yrs. n/a   |  | Mos. n/a   |             | Yrs. n/a  |                                   | Mos. n/a   |  | n/a   |  |   |  |
| 16. Occupational Title of Person Who Will Be Alien's Immediate Supervisor<br><b>Foreman or Supervisor</b>  |  |  |             |   |                                   |  |  |   |  | 17. Number of Employees Alien Will Supervise<br><b>0</b>  |  |

ENDORSEMENTS (Make no entry in section - for Government use only)

| Date Forms Received |           |
|---------------------|-----------|
| L.O.                | S.O.      |
| R.O.                | N.O.      |
| Ind. Code           | Occ. Code |
| Occ. Title          |           |

1. Qualified workers cannot be found in the United States.
2. Division of Foreign Labor Certification Policies have been observed.
3. This certification is valid from 04-30-07 through 12-15-07

04-25-07  
(Date)*[Signature]*  
(Certifying Officer)

Saunders Landscapes, LLC - 5488

Attachment 1 to ETA 750

Item 21. Recruitment Effort

Regulations require that recruitment "be done to an extent no less than that of non-H-2A agricultural employers of comparable or smaller size, in area of employment".

Based upon information received from the Virginia Employment Commission staff and area non-H-2A agricultural employers, the general recruitment policies include contacting last year's workers. In addition, the employer or his agent will place and ad in the local newspaper and keep in regular touch with the local and state employment offices. The Employment Services' offices in labor surplus areas, as designated by DOL, are being or will be contacted.

The employer or his agent will explore new sources of labor as information is received.



**BILL FOR CERTIFICATION FEE**

DATE: April 25, 2007  
ETA CASE NUMBER: A-07107-03865  
INVOICE FOR: SAUNDERS LANDSCAPES, LLC  
DATES OF NEED: 04/30/2007 TO 12/15/2007

***Billing Summary:***

In accordance with 20 CFR 655.106(b)(20(l)), the following fees are assessed relative to the approval of your H-2A temporary alien agricultural labor certification request:

|       |     |   |
|-------|-----|---|
| \$    | 100 | \$100.00 per employer/employer member                   |
| \$    | 30  | \$ 10.00 per job certified per employer/employer member |
| <hr/> |     |   |
| \$    | 130 | TOTAL AMOUNT DUE  |
|       |     | (Not to exceed \$1000 per employer/employer member)     |

Please include the case number and employer's name, address, and phone number with any correspondence or payment you return to this office.

Payment must be received within thirty (30) calendar days of the date of this bill or the amount receivable will become delinquent and interest will be charged on the balance overdue. Delinquent payment or nonpayment of the fee may result in denial of future applications.

Please retain one copy of the bill for your records and return one copy with an international money order or a check from a U.S. bank payable to the "U.S. Department of Labor" at the following address:

U.S. Department of Labor  
Employment and Training Administration  
Atlanta Processing Center  
Harris Tower  
233 Peachtree Street, Suite 410  
Atlanta, GA 30303  
Attention: Certifying Officer